



**Order under Sections 69  
Residential Tenancies Act, 2006**

**Citation:**2502233 ONTARIO INC v Lake, 2023 ONLTB 18345

**Date:** 2023-02-06

**File Number:** LTB-L-031641-22

**In the matter of:** 02, 1995 ST. LAURENT BLVD  
OTTAWA ON K1G1A3

**Between:** 2502233 ONTARIO INC Landlord

**And**

James Laroque and Kristina Lake Tenant

2502233 ONTARIO INC(the 'Landlord') applied for an order to terminate the tenancy and evict James Laroque and Kristina Lake(the 'Tenants') because the Tenants did not pay the rent that the Tenant owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 30, 2023.

The Landlord represented by Danny Moak, and the Tenant Kristina Lake attended the hearing.

**It is determined that:**

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.  
The Tenant owes the Landlord \$15,504.56
3. The lawful rent is \$1,568.60. It is due on the 1st day of each month.
4. The Tenant has paid \$8,805.56 to the Landlord since the application was filed.
5. The rent arrears owing to January 31, 2023, are \$6,699.00 (\$15,504.56 - \$8,805.56).

6. The Landlord agreed to waive the NSF charges.

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7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. Accordingly, the total amount the Tenant owes the Landlord is \$6,885.00.

Section 83 considerations

9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
10. The Tenant stated she does not want to move out. She is 35 months pregnant and has two other small children. She testified that moving out would be very difficult uprooting her small children and caring for a newborn. The Tenant's boyfriend just started new fulltime employment and is able to help her with her rent. The Tenant stated that she could pay an additional \$575.00 per month until her arrears are cleared. For these reasons I have ordered the following payment plan:

The Tenant will pay to the Landlord \$575.00 on or before February 15, 2023. The Tenant will pay to the Landlord \$575.00 on or before March 15, 2023. The Tenant will pay to the Landlord \$575.00 on or before April 15, 2023 The Tenant will pay to the Landlord \$575.00 on or before May 15, 2023 The Tenant will pay to the Landlord \$575.00 on or before June 15, 2023. The Tenant will pay to the Landlord \$575.00 on or before July 15, 2023. The Tenant will pay to the Landlord \$575.00 on or before August 15, 2023. The Tenant will pay to the Landlord \$575.00 on or before September 15, 2023 The Tenant will pay to the Landlord \$575.00 on or before October 15, 2023. The Tenant will pay to the Landlord \$575.00 on or before November 15, 2023. The Tenant will pay to the Landlord \$575.00 on or before December 15, 2023 The Tenant will pay to the Landlord \$560.00 on or before January 15, 2024.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$6,885.00 for arrears of rent up to January 31, 2023, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the payment schedule set out in paragraph 10.

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1<sup>st</sup>, 2023, to January 1<sup>st</sup>, 2024, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing  
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and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 15, 2024.

**February 6, 2023**  
**Date Issued**

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Nicole Huneault  
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor  
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.